

VILLAGE OF PINEHURST PARKS AND RECREATION DEPARTMENT

Harness Track Division

395 Magnolia Road Pinehurst, NC 28374

910-295-4446 or 800-644-TROT

Dear Potential Track Renter;

Attached please find an *Application and Permit for the Pinehurst Harness Track*, an *Insurance Provisions for Special Events* contract, a *Release and Indemnity Agreement*, a list of *Responsibilities of Promoters/Event Managers*, and a list of *Harness Track Rules and Regulations*. Rental fees for facilities at the Pinehurst Harness Track are as follows:

Base Fees:

| | | |
|-----------------------------------|-------|-------------------|
| One Infield - without Show Rings | \$150 | per day |
| | \$100 | ½ day(4 hrs. max) |
| One Infield – with Show Rings | \$250 | per day |
| | \$185 | ½ day(4 hrs. max) |
| Two Infields – without Show Rings | \$300 | per day |
| | \$175 | ½ day(4 hrs. max) |
| Two Infields – with Show Rings | \$350 | per day |
| | \$250 | ½ day(4 hrs. max) |

Additional Fees (as applicable):

- \$25 per night Stall Rental (less than 100)
- \$20 per night Stall Rental (more than 100)
- \$20 per night Stall Rental (501C(3) Org.)
- \$10 per night Tack Stall
- \$ 6 per stall for Stall Cleanout Fee
- \$20 each per show Paddock Fee
- \$25 each per show Vendor Fee
- \$25 each pile of manure not placed in receptacles provided
- \$20 per night Oversized Vehicles (RV) max of 7 days
- \$10 per stall Impact Fee for temporary stalls
- \$10 per horse per show Impact Fee for horse not using stall
- 10% of gate, if admission or parking fee charged (Non-Village sponsored/co-sponsored)

Clean Up Deposit:

- \$150 per Grounds rental period
- \$ 50 per Show Office use

Reservations not confirmed until the completed *Application and Permit*, signed *Insurance Provisions* contract and signed *Hold Harmless* are returned with the clean up deposit and a reservation deposit equivalent to one days' use. All other fees are due within three (3) days after completion of the event. Clean up deposit, or a portion thereof, will be refunded based upon inspection by Village Staff. A Certificate of Insurance is required demonstrating the appropriate insurance coverage as specified in the *Insurance Provisions*. This Certificate shall name the Village of Pinehurst as additional insured and is required within seven (7) days of the scheduled event. Failure to provide the required information by the due dates may result in cancellation of reservations. A negative Coggins Test is required for all horses on property.

Refund policy requires at least a seven (7) day notice in order to insure a full refund. A \$50 administrative fee will be retained by the Village of Pinehurst for events cancelled with less than seven (7) days notice.

Completed applications and check payable to Village of Pinehurst may be returned to:

Pinehurst Parks and Recreation Department

Attn: Pinehurst Harness Track

395 Magnolia Road Pinehurst, NC 28374

The Village of Pinehurst reserves the right to reject any application for events.

VILLAGE OF PINEHURST PARKS AND RECREATION DEPARTMENT
Harness Track Division

Application and Permit for use of
The Pinehurst Harness Track Facility

Directions: Complete and return appropriate deposit with the white *Application and Permit* copy and the *Release and Indemnity Agreement* to the Pinehurst Parks and Recreation Department, Harness Track, 395 Magnolia Road, Pinehurst, NC 28374. Reservations are on a first paid, first served basis and are not confirmed until receipt of completed application and deposit equivalent to one day's use and applicable Cleanup Deposit(s). ALL CHECKS PAYABLE TO: VILLAGE OF PINEHURST PARKS AND RECREATION DEPARTMENT.

½ Mile & 1 Mile Track Rental Information

(Check all that apply)

½ Mile Track
Without Show Rings

Full Day

½ Day(4 hrs. max)

½ Mile Track
With Show Rings

Full Day

½ Day(4 hrs. max)

1 Mile Track

Full Day

½ Day(4 hrs. max)

Deposit Amount Due to Confirm Reservation: _____

Organization Name: _____

Email Address: _____

Telephone Number: _____

Address: _____

Name of Event: _____

Dates of Event: _____

Hours of Operation: _____

Estimated # of Stalls Needed: _____

Principle Officer's Name and Telephone: _____

Renter of ½ Mile and/or 1 Mile Track is responsible for all set up and clean up associated with the event.

Authorization – (Must Be Signed by Both Parties):

I, _____, hereby certify that I am a duly authorized representative of the applicant organization, and that the information supplied in this application is in all respects true and accurate. I further agree that the set up and clean up of the facility is my responsibility and that I will abide by all rules and regulations associated with the use of the Pinehurst Harness Track.

Date: _____

Signed: _____
(Authorized Representative)

Permission is hereby granted to the above named group to use the facilities aforementioned.

Date: _____

Signed: _____
(Authorized Representative - Village of Pinehurst)

Rec. # _____ Check # _____ Amount Paid _____

VILLAGE OF PINEHURST PARKS AND RECREATION DEPARTMENT

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Insurance Provisions For Special Events

THIS CONTRACT AGREEMENT, entered into this the ____ day of _____, 20__ by and between the Village of Pinehurst, a municipal corporation existing under the laws of the State of North Carolina, and _____, hereinafter referred to as the Sponsor.

WITNESSETH

THAT WHEREAS, the Sponsor has requested of the Village of Pinehurst permission to hold a special event on the premises of the Pinehurst Harness Track Facility; and

WHEREAS, the Village of Pinehurst has agreed to furnish said premises:

NOW, THEREFORE, for and in consideration of the premises, the Sponsor agrees to furnish the Village of Pinehurst the following:

1. The Sponsor shall be required to have minimum limits of Commercial General Liability Insurance in the amount of \$1,000,000.00 for general aggregate, products / completed operations aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, broad form property damage and contractual liability. Coverage shall be written on an occurrence basis.

2. (Applies only if checked___) The Sponsor of such an event shall provide a Business Auto Policy with minimum limits of coverage in the amount of \$500,000. per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

3. The Village of Pinehurst is to be included as an additional insured on both the commercial general liability and business auto liability policies.

4. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named event. There shall also be a 30-day notification to the Village of Pinehurst in the event of cancellation, modification of coverage or erosion of aggregate limits of any stipulated insurance coverage. Certificates of Insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst. Wording on the certificate which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

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Insurance Provisions For Special Events (Continued)

5. It shall be the responsibility of the Sponsor to insure that all subcontractors comply with the same insurance requirements that the sponsor is required to meet. Sponsor agrees to protect, defend, indemnify and hold the Village of Pinehurst, its officers, employees and agents free and harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the Sponsor, its officers, employees, or agents. The Sponsor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expenses and agrees to bear all other costs and expenses related thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

ATTEST:

Sponsor
(Print Name) (Signature) (Date)

Approved By:

Date
(Authorized Representative, Village of Pinehurst, NC)

Pinehurst Parks and Recreation Department
Harness Track Division
395 Magnolia Road
Pinehurst, NC 28374



Village of Pinehurst
Release and Indemnity Agreement for Facility Use
(Revised 4/11/07)

WHEREAS, the undersigned has requested the use of equipment and/or facilities owned or operated by the Village of Pinehurst, North Carolina, and do engage in activities for the exclusive benefit of the undersigned.

NOW, THEREFORE, In consideration of the mutual promises or other good and valuable consideration, the undersigned does hereby for himself/herself, his/her heirs, executor, employers, successors, of himself/herself or of his/her employees, administrators, and personal representatives, I/We/The (name of renter/event manager/organization /company official), _____ understand and agree to the following:

The Village shall not be liable for any damage to property or person by reason of the applicants use or occupancy of the Premises and the applicant agrees to save the Village harmless from and against all claims, suits, demands, actions, and the cost and expense thereof, including attorneys fees, arising out of any property damage or personal injury occurring as a result of applicant’s use of the Premises. *The applicant further specifically agrees that it will procure and keep in full force at its expenses, Commercial Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, which policy or policies of insurance shall show Village as an additional insured. Applicant will cause a certificate of insurance to be furnished to Village evidencing such coverage and said policy shall provide that said insurance may not be cancelled without written notice to Village at least thirty (30) days prior to any cancellation.

I/We/The (name of renter/event manager/organization /company official), _____ hereby declare that the terms of this Release and Indemnity Agreement have been fully read and understood by me, and freely and voluntarily entered into and accepted by me, and I hereby acknowledge that I have read and understand this agreement. This agreement shall be in full force and effect any time after the execution thereof.

Print Name

Signature

Date

*If applicant is renting as an individual, the commercial liability insurance is not required. It is understood that the individual’s homeowners policy may apply. Please consult with your insurance agent or carrier. This statement does not act as a waiver of any of the other conditions of paragraph 3 cited above. If the individual renter has an organization, commercial entity or other recognized entity providing any assistance or services then that entity or organization is required to carry commercial general liability insurance with the specified limits and is required to provide the Village of Pinehurst with a certificate of insurance as noted above.

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Responsibilities of Show Promoters / Event Managers

- ◆ Reservation of facility is **not** confirmed until completed *Application and Permit* and the signed *Insurance Provisions* contract is returned along with a deposit equivalent to one days' Grounds Use Fees and a \$150 clean up deposit is received by the Village of Pinehurst. Required information must be on file four (4) weeks prior to event.
- ◆ Certificate of Insurance is required seven (7) days in advance.
- ◆ For all horse related events, a negative Coggins test is required for each horse entering the grounds. A list of competitors and emergency phone numbers is also required at the start of the event. This information is to be given to the Parks Superintendent.
- ◆ Show Promoters / Event Managers should contact Track Supervisor (910-295-4446) four (4) weeks prior to the event to go over event parking, admission collection / check in (if necessary), projected space requirements (stalls needed, track area), and all other associated set up for a show. It is the Show Promoter / Event Manager's responsibility to set up area as desired.
- ◆ A permit must be accessed before setting up any tents larger than a 10x10. All fees will be waived for permit. All tents must be inspected prior to use by calling 910-295-3192.
- ◆ If Police assistance is needed for an event, it is the responsibility of the Show Promoter / Event Manager to contact the Chief of Police (910-295-3141) at least three (3) weeks in advance to make arrangements.
- ◆ Public access to the Track Restaurant and Tack Shop must always be maintained.
- ◆ The facility must be left clean and litter free.

Temporary off-site signs require a Temporary Sign Permit and are subject to review and approval by the Village Planner (910-295-2581). Temporary Sign Permits must be applied for through the Planning and Inspections Department at least four weeks in advance of event.

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Rules and Regulations for

Shows Promoters and Show Participants

(To be distributed to all participants)

While enjoying the use of the Pinehurst Harness Track, please observe the following:

- ◆ All day trailer parking must be done in designated areas.
- ◆ Place shavings bags in dumpsters only. (See Track Employee for dumpster locations.)
- ◆ Manure receptacles are for manure and bedding only. (No trash in manure boxes)
- ◆ Dumping manure on the ground either from stalls or horse trailers at any time is prohibited and punishable by a \$25 fine per pile.
- ◆ Please dispose of trash properly in cans provided or in dumpsters.
- ◆ Please do not block any road or barn entrance with personal vehicles or trailers.
- ◆ **Driving vehicles on racetrack is prohibited at all times.**
- ◆ Lunging horses is not permitted on track surface.
- ◆ All pets must be on leash at all times.
- ◆ Smoking in stable areas is not permitted.
- ◆ Open fires are not permitted.
- ◆ No trailer parking allowed in stable area.
- ◆ Show Office must be cleaned properly prior to leaving to receive credit for cleanup deposit.

Your assistance in following the rules is expected and greatly appreciated